

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: David Quigley, AICP, Planning and Zoning Manager/(954) 797-1103

PREPARED BY: David Abramson, Deputy Planning and Zoning Manager/

SUBJECT: Resolution

AFFECTED DISTRICT: 3

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: DEVELOPER'S AGREEMENT - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND CURTIS DEEM AND MARILYN DEEM, HUSBAND AND WIFE, FOR CONSTRUCTION OF ROAD IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY FOR THE PLAZA PLAT, PARCEL B; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE. (DA 8-1-09, The Plaza, 11400 State Road 84)

REPORT IN BRIEF: The petitioner requests Town Council to authorize the Mayor and Town Administrator to enter into a "Second Regional Road Concurrency Agreement" for construction improvements to satisfy traffic concurrency for "The Plaza," Parcel B Plat.

As a result of a plat note amendment approved by Town Council on February 6, 2008 [refer to attachment R-2008-15], Broward County has determined that certain roadway improvements would be necessary to mitigate trips and satisfy concurrency requirements. The proposed agreement will require the current owners (Curtis and Marilyn Deem) of "The Plaza," Parcel Plat to construct off-site improvements within the Town along Hiatus Road. Specially, improvements consist of the construction of a northbound left turn lane on Hiatus Road at Southwest 16th Street with 200 feet of storage and 180 of transition, as well as to establish a letter of credit in the amount of \$76,592.00, which represents 125% of the costs of the improvements.

Broward County requests that the Town be party to this agreement and withhold the issuance of all building permits, certificate of occupancy, or any other development

permits within the boundaries of said plat until the County notifies the Town that concurrency has been resolved.

PREVIOUS ACTIONS: n/a

CONCURRENCES: n/a

FISCAL IMPACT: not applicable

Has request been budgeted? n/a

RECOMMENDATION(S): Other - Staff finds the application complete and suitable for transmittal to the Town Council for further consideration.

Attachment(s): Resolution, Justification Letter, Second Regional Road Concurrency Agreement, The Plaza Plat, R-2008-15, Future Land Use Map, Zoning Map

RESOLUTION NO. _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA AUTHORIZING THE MAYOR AND THE TOWN ADMINISTRATOR TO ENTER INTO AN AGREEMENT BETWEEN THE TOWN OF DAVIE, BROWARD COUNTY, AND CURTIS DEEM AND MARILYN DEEM, HUSBAND AND WIFE, FOR CONSTRUCTION OF ROAD IMPROVEMENTS TO SATISFY TRAFFIC CONCURRENCY FOR THE PLAZA PLAT, PARCEL B; TO ACKNOWLEDGE SUCH APPROVAL BY AFFIXING THEIR SIGNATURES TO SAID AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the plat known as “The Plaza” was approved by the Town Council of the Town of Davie on February 15, 1984; and

WHEREAS, Delegation Request, DG 10-1-07 amending the plat known as “The Plaza,” Parcel B was approved by the Town Council of the Town of Davie on February 6, 2008; and

WHEREAS, Broward County requires improvements to satisfy concurrency on the regional road network; and

WHEREAS, Broward County requires that municipalities withhold issuance of certificates of occupancy until Broward County has confirmed that improvements to satisfy traffic concurrency on the regional road network have been completed or funded.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA:

SECTION 1. The Town Council of the Town of Davie does hereby authorize the Mayor and Town Administrator to enter into an Agreement, as shown in the attached exhibits.

SECTION 2. The Town Administrator and Town Attorney are authorized to make and accept non-substantive revisions to the agreement in order for the agreement to be in final, recordable form.

SECTION 3. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS ____ DAY OF _____, 2009

MAYOR/COUNCILMEMBER

ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2009.

LAW OFFICES

BILLING, COCHRAN, LYLES, MAURO & RAMSEY, P.A.

CLARK J. COCHRAN, JR.
DENNIS E. LYLES
JOHN W. MAURO
W. TUCKER CRAIG
KENNETH W. MORGAN, JR.
GREGORY M. KEYSER
BRUCE M. RAMSEY
SUSAN F. DELEGAL
GERALD L. KNIGHT
CAROL J. HEALY GLASGOW
MICHAEL V. BAXTER

STEVEN F. BILLING (1947-1998)
HAYWARD D. GAY (1943-2007)

SUNTRUST CENTER
SIXTH FLOOR
515 EAST LAS OLAS BOULEVARD
FORT LAUDERDALE, FLORIDA 33301
(954) 764-7150
FAX: (954) 764-7279

CENTURION TOWER
1601 FORUM PLACE, SUITE 400
WEST PALM BEACH, FLORIDA 33401
(561) 659-5970
FAX: (561) 659-6173

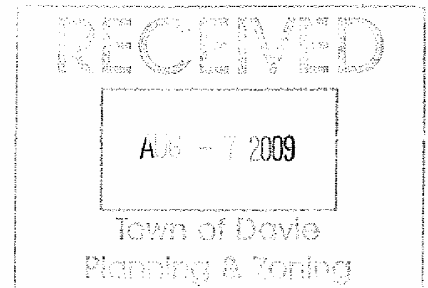
WWW.BILLINGCOCHRAN.COM

SCOTT C. COCHRAN
ERIC P. CZELUSTA
RACHEL TURNER DAVANT
VIVIAN H. FAZIO
DONNA M. KRUSBE
DANIEL L. LOSEY
SHAWN B. McKAMEY
JOHN B. MOORES
MICHAEL J. PAWELCZYK
ANDREW A. RIEF
JULIE M. VOGEL

PLEASE REPLY TO:
FORT LAUDERDALE

August 7, 2009

Mr. David Quigley
Planning and Zoning Manager
Town of Davie
6591 Orange Drive
Davie, Florida 33328



Re: Second Regional Road Concurrency Agreement-The Plaza Plat, Parcel B

Dear Mr. Quigley:

We represent Curtis and Marilyn Deem, the owners of Parcel B of the Plaza Plat recorded at Plat Book 125, Page 33 (the "Plat"). The Town of Davie, by Resolution No. 2008-R-15 (copy attached) dated February 6, 2008, approved a change to the commercial square footage for Parcel B of the Plat to increase the square footage from 8,750 square feet to 20,750 square feet of commercial use (7,125 square feet existing and 13,625 square feet proposed).

The request for plat note amendment was then submitted to Broward County consistent with the approval of the Town. All County requirements, with the exception of compliance with traffic concurrency, were met by the property owners. In order to meet the requirements for traffic concurrency it was necessary to prepare a traffic mitigation plan acceptable to the County, the property owners, and the Town staff to mitigate the impact of the additional square footage of commercial on the regional road network. The additional development will impact Hiatus Road between State Road 84 and S.W. 13th Place (17 peak hour trips) and Nob Hill Road from Broward Boulevard to State Road 84 (1 peak hour trip). Several alternative plans of mitigation were prepared and discussed culminating in the following traffic improvement: The property owners

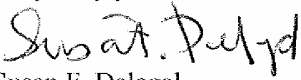
Mr. David Quigley
Planning and Zoning Manager
August 7, 2009
Page 2

will construct a northbound left turn lane on Hiatus Road at S.W. 16th Street with 200 feet of storage and 180 feet of transition.

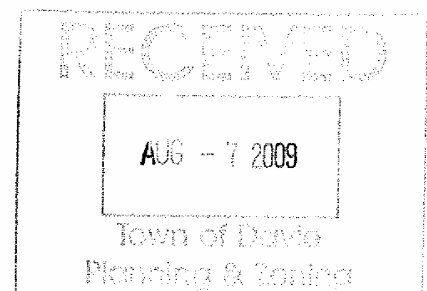
In order to comply with the County's requirements, the property owners must enter into the enclosed Second Regional Road Concurrency Agreement providing the terms upon which the above referenced traffic improvement will be constructed. Because the Plaza Plat lies within the municipal boundaries of the Town of Davie, it is necessary that the Town be a signatory to the Agreement providing for the traffic improvement.

Accordingly, we request the Town Council's approval of the attached Second Regional Road Concurrency Agreement. Please contact me with any questions. Thank you for your assistance in this matter.

Very truly yours,


Susan F. Delegal
For the Firm

SFD/rm
Encl.



Return recorded document to:

Development and Environmental Regulation Division
115 S. Andrews Avenue, A240
Fort Lauderdale, FL 33301

Document prepared by:

**NOTICE: PURCHASERS, GRANTEEES, HEIRS, SUCCESSORS AND
ASSIGNS OF ANY INTEREST IN THE PROPERTY SET FORTH ON EXHIBIT
"A" ARE HEREBY PUT ON NOTICE OF THE OBLIGATIONS SET FORTH
WITHIN THIS AGREEMENT WHICH SHALL RUN WITH THE PROPERTY
UNTIL FULLY PAID AND/OR PERFORMED.**

**SECOND REGIONAL ROAD CONCURRENCY AGREEMENT
CONSTRUCTION OF IMPROVEMENTS**

This is an Agreement, made and entered into by and between: BROWARD
COUNTY, a political subdivision of the State of Florida, hereinafter referred to as
"COUNTY,"

AND

CURTIS DEEM AND
MARILYN DEEM, HUSBAND, its successors and assigns, hereinafter referred to
as "DEVELOPER", AND WIFE

[AND IF THE PROPERTY IS LOCATED WITHIN A MUNICIPALITY]

The Town of DAVIE, a municipal corporation created and existing under the laws
of the State of Florida, hereinafter referred to as "TOWN."

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, requires
that the regional transportation network be adequate to serve the reasonably projected
needs of proposed developments; and

WHEREAS, Chapter 5, Article IX, Broward County Code of Ordinances, more
specifically requires that an application for a development permit satisfy concurrency
requirements for impact areas; and

WHEREAS, DEVELOPER has applied for approval of or an amendment to The Plaza Plat (150-MP-83), hereinafter referred to as "PLAT," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, on May 12, 2008, the Broward County Development and Environmental Regulation Division issued a Notification of Failure to Satisfy Broward County Concurrency Standards for the regional transportation network, finding that the application for approval of an amendment to the PLAT does not satisfy the impact area concurrency standards for the regional road network as stated in the Broward County Land Development Code ("CODE"); and

WHEREAS, DEVELOPER has conducted a study and has determined that certain remedial measures will mitigate the traffic impacts so that the PLAT note amendment will satisfy Broward County concurrency standards; and

WHEREAS, the Broward County Development and Environmental Regulation Division has approved these remedial measures and finds that its concurrency requirements for the PLAT note amendment will be met with the execution of, and compliance with, the terms of this Agreement by DEVELOPER; NOW, THEREFORE,

IN CONSIDERATION of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

1. The above recitals and representations are true and correct and are incorporated herein.
2. Construction of Improvements.

PLEASE CHECK THE APPROPRIATE SECTION

[X] IMPROVEMENTS CONSTRUCTED BY DEVELOPER

- (a) DEVELOPER agrees to construct the improvements described in Exhibit "B" attached hereto, hereinafter referred to as the "Improvements." DEVELOPER agrees to complete the Improvements prior to receipt of a certificate of occupancy for additional development within the PLAT which is permitted by the PLAT note amendment.
- (b) If the improvements described in Exhibit "B" are on a state road, as that term is defined in Chapter 334, Florida Statutes, DEVELOPER agrees that, prior to recordation of the agreement amending the note on the face of the PLAT, DEVELOPER shall provide COUNTY with proof of having received a permit or letter of intent to permit from the State of Florida Department of Transportation for the Improvements.

- (c) DEVELOPER shall provide to COUNTY, contemporaneously with this Agreement, an irrevocable Letter of Credit, attached hereto as Exhibit "C," in the amount of **\$76,592.00** in a form acceptable to the COUNTY, which represents 125% of the costs of the Improvements.
- (d) The Improvements described in Exhibit "B" shall be installed in accordance with applicable COUNTY, State of Florida Department of Transportation standards and specifications and in accordance with the Development Review Report for the PLAT. The construction plans for the Improvements, including pavement marking and signing plans, shall be submitted to COUNTY for review and approval prior to commencement of construction. Construction shall be subject to inspection and approval by the COUNTY. Pavement marking and signing shall be provided for all of the Improvements and shall be subject to review, field inspections and final approval by the Broward County Traffic Engineering Division, which Improvements shall be consistent with the previously approved plans.
- (e) Developer agrees that this agreement shall be recorded in the Official Records of Broward County, Florida, against the property described in Exhibit "A" to put subsequent purchasers, grantees, heirs, successors and assigns of any interest in such property on notice of the obligations set forth herein, which shall run with the property until fully performed. However, the amount(s) set forth above which are secured by a letter of credit shall not constitute a lien on the property unless and until the provisions below are activated by the recording of a "Notice of Lien."
- (f) DEVELOPER, its successors and assigns agree that no certificates of occupancy for additional development within the PLAT which is permitted by the PLAT note amendment shall be obtained prior to completion of the Improvements according to the schedule set forth in Exhibit "B." Failure to comply with the above shall constitute a default of this Agreement.
- (g) In the event DEVELOPER defaults under the terms of this Agreement or the COUNTY receives notice that the security will be canceled by the issuing institution, COUNTY shall be entitled to draw against the security for the amount set forth above, plus costs and interest as set out herein. If COUNTY draws against the security and the amount recovered is less than the amount due, COUNTY may maintain an action against DEVELOPER in a court of competent jurisdiction for the difference between any sums obtained and the amount due, plus costs and interest accrued from the due date at the rate of twelve (12) per cent per annum or, at the option of the COUNTY, the COUNTY may record a document entitled "Notice of Lien" which shall constitute a lien on the property described in Exhibit "A" in the amount stated above. To the extent that the failed security is attributable to an identified

parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. Such lien may be foreclosed or otherwise enforced by the COUNTY by action or suit in equity as for the foreclosure of a mortgage on real property.

- (h) DEVELOPER shall ensure that the security remains valid and in full force and effect until DEVELOPER'S obligations are fully satisfied. Expiration of the security prior to DEVELOPER'S satisfaction of such obligations, or notice to Broward County that the security will expire or be canceled prior to DEVELOPER'S satisfaction of all obligations hereunder, shall constitute a default of this Agreement.
- (i) In the event the COUNTY determines that the security has been canceled or disaffirmed by the issuing institution, COUNTY may record a document entitled "Notice of Lien" which shall constitute a lien on the property described in Exhibit "A" for the Outstanding Balance or stated portion thereof. To the extent that the disaffirmed security is attributable to an identified parcel or portion of the PLAT, the Notice of Lien, as set forth above, shall be recorded against and apply only to such parcel or portion of the PLAT. The above provisions shall control such lien, except that the provision regarding subordination of mortgages shall not apply. If the DEVELOPER provides substitute security in a form acceptable to COUNTY, COUNTY shall release the lien.
- (j) In the event COUNTY draws on the security in accordance with the provisions of this Agreement, DEVELOPER shall be responsible for COUNTY'S reasonable costs incurred in drawing against the security.
- (k) DEVELOPER agrees that any contract(s) for the Improvements shall:
 - 1. Indemnify and hold harmless COUNTY and TOWN, its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of DEVELOPER and persons employed or utilized by or under contract with the DEVELOPER in the performance of this Agreement. Except as specifically provided herein, this Agreement does not require DEVELOPER to indemnify COUNTY and TOWN, its employees, officers, directors, or agents from any liability, damage, loss, claim, action, or proceeding. In the event that any action or proceeding is brought against COUNTY or TOWN by reason of any such claim or demand, DEVELOPER shall, upon written notice from COUNTY

and/or TOWN, resist and defend such action or proceeding by counsel satisfactory to COUNTY and TOWN. The provisions of this section shall survive the expiration or earlier termination of this Agreement.

2. In order to insure the indemnification obligation contained above, the DEVELOPER and/or its contractor shall, as a minimum, provide, pay for, and maintain in force at all times during the term of this Agreement (unless otherwise provided), the insurance coverages set forth below, in accordance with the terms and conditions required by this section.
3. Such policy or policies shall be without any deductible amount and shall be issued by United States Treasury approved companies authorized to do business in the state of Florida, and having agents upon whom service of process may be made in Broward County, Florida. Such policies shall specifically protect COUNTY, the Broward County Board of County Commissioners, TOWN and Town Council of the Town of Southwest Ranches by naming COUNTY, the Broward County Board of County Commissioners, TOWN and Town Council of the Town of Southwest Ranches as additional insureds.
4. Comprehensive General Liability Insurance. A Comprehensive General Liability Insurance Policy with minimum limits of Five Hundred Thousand Dollars (\$500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Premises and/or operations.

Independent contractors.

Products and/or completed operations for contracts.

Broad Form Contractual Coverage applicable to this specific contract, including any hold harmless and/or indemnification agreement.

Personal Injury Coverage with Employee and Contractual Exclusions removed, with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

Underground coverages.

5. Business Automobile Liability Insurance. Business Automobile Liability Insurance with minimum limits of Three Hundred Thousand Dollars (\$300,000.00) per occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

Owned vehicles.
Hired and non-owned vehicles.
Employers' non-ownership.

6. Workers' Compensation Insurance. Workers' Compensation insurance to apply for all employees in compliance with the "Workers' Compensation Law" of the State of Florida and all applicable federal laws. In addition, the policy(ies) must include:

Employers' Liability with a limit of One Hundred Thousand Dollars (\$100,000.00) each accident.

7. DEVELOPER shall furnish to the Broward County Highway Construction and Engineering Division Certificates of Insurance or endorsements evidencing the insurance coverages specified by this Article prior to beginning performance of work under this Agreement. The required Certificates of Insurance shall name the types of policies provided, refer specifically to this Agreement, and state that such insurance is as required by this Agreement.
8. Coverage is not to cease and is to remain in force (subject to cancellation notice) until all performance required of DEVELOPER is completed. All policies must be endorsed to provide COUNTY with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverages will expire prior to the completion of the work, copies of renewal policies shall be furnished at least thirty (30) days' prior to the date of their expiration.

[] IMPROVEMENTS CONSTRUCTED BY COUNTY, CITY OR FDOT

- (a) If the Improvements are to be constructed by the State of Florida, Department of Transportation (FDOT) or a municipality or a combination thereof, DEVELOPER agrees to pay the amount in Exhibit "B," attached hereto, which represents DEVELOPER's proportionate share of the cost of the Improvements described in Exhibit "B," hereinafter referred to as the Improvements. DEVELOPER agrees that payment must be made to the

municipality or to FDOT (or any combination thereof) either prior to receipt of the first certificate of occupancy for property within Exhibit "A" or within thirty (30) days of receiving notice from COUNTY that payment is due, whichever date occurs first. Failure to comply with the above shall constitute a default of this Agreement.

- (b) If the Improvements are to be constructed solely by the COUNTY, DEVELOPER agrees that payment of the amount in Exhibit "B" shall be made to COUNTY prior to PLAT recordation or recordation of the Agreement amending the Notation on the Face of the PLAT. COUNTY agrees that no security shall be required by the COUNTY since payment shall be made prior to PLAT recordation or recordation of the Agreement amending the Notation on the Face of the PLAT.
- (c) If the Improvements are to be constructed by the TOWN or FDOT, DEVELOPER shall provide to the municipality or FDOT, contemporaneously with this agreement, security acceptable to the municipality or FDOT.

3. CONCURRENCY COMPLIANCE. COUNTY finds that the execution of and adherence to this Agreement on the part of DEVELOPER satisfies the requirement of Chapter 5, Article IX, Broward County Code of Ordinances, that plats of land shall be designed to provide for the adequacy of the regional road network, at the adopted levels of service, concurrent with the impact of the development. Nothing in this Agreement shall be construed as constituting a waiver or an exemption from road impact fees authorized to be assessed by COUNTY to DEVELOPER under the provisions of Chapter 5, Article IX, Broward County Code of Ordinances.

4. PROPERTY WITHIN A MUNICIPALITY.

- (a) If the property is located within a municipality, TOWN agrees that, upon notification from the COUNTY that DEVELOPER is in default of this Agreement, TOWN shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time that the COUNTY notifies the TOWN that the default has been resolved. If the property is located within the unincorporated area and the DEVELOPER is determined to be in default of this Agreement by the COUNTY, the COUNTY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time as the default has been resolved.
- (b) If the property is located within a municipality, the parties hereto agree that, except as may otherwise be provided herein, the TOWN is a party to this Agreement solely for the purpose of issuing or withholding the issuance of permits for the construction of buildings within the property subject to this

Agreement and for the purpose of issuing or withholding the issuance of certificates of occupancy for the construction of buildings within the property subject to this Agreement. The parties specifically agree and recognize that nothing in this Agreement is a waiver, specific or otherwise, of the obligation of the DEVELOPER to strictly comply with all the requirements of the TOWN'S land development codes.

5. DEVELOPER, its successors and assigns agree that in the event of a default of this Agreement, DEVELOPER, its successors and assigns agree that no building permits, certificates of occupancy, or any other development permits shall be obtained within the boundaries of the PLAT, until such time that the COUNTY notifies the local government that the default has been resolved. If the property is located within the unincorporated area and the DEVELOPER is determined to be in default of this Agreement by the COUNTY, the COUNTY shall withhold issuance of all building permits, certificates of occupancy, or any other development permits within the boundaries of the PLAT, until such time as the default has been resolved.
6. NOTICE. Whenever any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving of notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving notice:

For the COUNTY:

Director, Broward County Development and Environmental Regulation Division
115 South Andrews Avenue, Room A240
Fort Lauderdale, FL 33301

Director, Broward County Highway Construction and Engineering Division
1 North University Drive, Suite 300B
Plantation, FL 33324

For the DEVELOPER:

CURTIS AND MARTLYN DEEM

P.O. Box 23910

Fort Lauderdale, Florida 33334

FOR the TOWN:

TOWN ADMINISTRATOR

TOWN OF DAVIE

6591 Orange Drive

Davie, Florida 33314

7. RECORDATION. This Agreement shall be recorded in the Public Records of Broward County Florida, at the DEVELOPER'S expense. The benefits and obligations contained in this Agreement shall inure to grantees, successors, heirs, and assigns who have an interest in the PLAT.
8. VENUE; CHOICE OF LAW. Any controversies or legal issues arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State Courts of the Seventeenth Judicial Circuit of Broward County, Florida, the venue sitis, and shall be governed by the laws of the State of Florida.
9. CHANGES TO FORM AGREEMENT. DEVELOPER represents and warrants that there have been no amendments or revisions whatsoever to the form Agreement without the prior written consent of the County Attorney's Office. Any unapproved changes shall be deemed a default of this Agreement and of no legal effect.
10. CAPTIONS AND PARAGRAPH HEADINGS. Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
11. NO WAIVER. No waiver of any provision of this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver.
12. EXHIBITS. All Exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference. Typewritten or handwritten provisions inserted in this Agreement or attached hereto shall control all printed provisions in conflict therewith.
13. FURTHER ASSURANCES. The parties hereby agree to execute, acknowledge and deliver and cause to be done, executed, acknowledged and delivered all further assurances and to perform such acts as shall reasonably be requested of them in order to carry out this Agreement.

14. ASSIGNMENT AND ASSUMPTION. DEVELOPER may assign all or any portion of its obligations pursuant to this Agreement to a grantee of the fee title to all or any portion of the property described in Exhibit "A." DEVELOPER agrees that any assignment shall contain a provision which clearly states that such assignment is subject to the obligations of this Agreement and recorded in the public records of Broward County, Florida.
15. AMENDMENTS. No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the parties to this Agreement.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: BROWARD COUNTY through its BOARD OF COUNTY COMMISSIONERS, signing by and through its Mayor or Vice Mayor, authorized to execute same by Board action on the _____ day of _____, 20____, DEVELOPER, signing by and through its _____ duly authorized to execute same and TOWN OF DAVIE, signing by and through its _____, duly authorized to execute same.

COUNTY

ATTEST:

BROWARD COUNTY, through its
BOARD OF COUNTY COMMISSIONERS

County Administrator and
Ex-Officio Clerk of the
Board of County Commissioners
of Broward County, Florida

By _____
Mayor

____ day of _____, 20____
Approved as to form by
Office of County Attorney
Broward County, Florida
Governmental Center, Suite 423
115 South Andrews Avenue
Fort Lauderdale, Florida 33301
Telephone: (954) 357-7600
Telecopier: (954) 357-6968

By _____
Assistant County Attorney

____ day of _____, 20____

DEVELOPER-INDIVIDUAL

Witnesses:

[Signature]
(Signature)

Print name: Justin Strick

[Signature]
(Signature)

Print name: Reggy Weltz

CURTIS DEEM

Name of Developer (Individual)

[Signature]
(Signature)

Print name: CURTIS DEEM

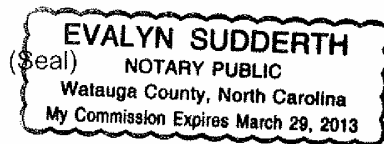
Print address: PO Box 23910
Fort Lauderdale FL 33334

7th day of August, 2009

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF NC)
) SS.
COUNTY OF Watauga

The foregoing instrument was acknowledged before me this 7th day of August, 2009, by Curtis Deem + N who is
[☒] personally known to me, or
[☐] produced identification. Type of identification produced _____.



My commission expires:

March 29, 2013

NOTARY PUBLIC:

Evalyn Suddorth
Print name:

[Signature]

DEVELOPER-INDIVIDUAL

Witnesses:

[Signature]
(Signature)
Print name: Justin Stark

[Signature]
(Signature)
Print name: Reggy Woltz

MARILYN DEEM

Name of Developer (Individual)

[Signature]
(Signature)

Print name: MARILYN DEEM

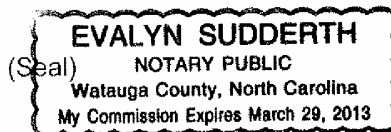
Print address: PO Box 23910
Fort Lauderdale FL 33334

7th day of August, 2009

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF NC)
) SS.
COUNTY OF Watauga

The foregoing instrument was acknowledged before me this 7 day of August, 2009, by Marilyn Deem who is
☒ personally known to me, or
☐ produced identification. Type of identification produced _____.



My commission expires:

March 29, 2013

NOTARY PUBLIC:

[Signature]
Print name: Evalyn Suddeth

DEVELOPER-CORPORATION/PARTNERSHIP

Witnesses (if partnership):

Name of Developer (corporation/partnership)

(Signature)
Print name:

By _____
(Signature)
Print name: _____
Title: _____
Address: _____

(Signature)
Print name: _____

day of _____, 20_____

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)
Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF)
) SS.
COUNTY OF)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:
☐ personally known to me, or
☐ produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

Print name: _____

MORTGAGEE-INDIVIDUAL

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses:

(Signature)
Print name: _____

Name of Mortgagee (Individual)

(Signature)
Print name: _____

(Signature)
Print name: _____
Print address: _____

____ day of _____, 20____

ACKNOWLEDGMENT - INDIVIDUAL

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ who is
[] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

Print name:

My commission expires:

MORTGAGEE-CORPORATION/PARTNERSHIP

Mortgagee, being the holder of a mortgage relating to the parcel(s) described in Exhibit "A" hereby consents and joins in for the purpose of agreeing that its mortgage shall be subordinated to the foregoing Agreement.

Witnesses (if partnership):

Name of Mortgagee (corporation/partnership)

(Signature)
Print name: _____

By _____
(Signature)
Print name: _____
Title: _____
Address: _____

(Signature)
Print name: _____

____ day of _____, 20____

ATTEST (if corporation):

(CORPORATE SEAL)

(Secretary Signature)
Print Name of Secretary: _____

ACKNOWLEDGMENT - CORPORATION/PARTNERSHIP

STATE OF _____)
) SS.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____, as _____ of _____, a _____ corporation/partnership, on behalf of the corporation/ partnership. He or she is:
[] personally known to me, or
[] produced identification. Type of identification produced _____.

NOTARY PUBLIC:

(Seal)

My commission expires:

Print name:

CAF#361
01/01/02

TOWN

(If Property is located within a City)

WITNESSES:

TOWN of DAVIE

By _____
Mayor-Commissioner

_____ day of _____, 20____

ATTEST:

Town Clerk

By _____
Town Manager

_____ day of _____, 20____,

APPROVED AS TO FORM:

By _____
Town Attorney

EXHIBIT "A"

LEGAL DESCRIPTION

Parcel "B" of the PLAZA PLAT, as recorded in Plat Book 125, Page 33 of the Public Records of Broward County, Florida.

EXHIBIT "B"

IMPROVEMENTS & COST OF IMPROVEMENTS

Prior to the issuance of a certificate of occupancy for any additional development within the plat, construct a northbound left turn lane on Hiatus Road at Southwest 16 Street, with 200 feet of storage# and 180 feet of transition.

- # Median opening design to include acceptable vehicular turning radii. The length of the storage lane is measured from the end of the taper to the point of curvature of the median opening.

EXHIBIT "C"

SECURITY

SAMPLE

IRREVOCABLE LETTER OF CREDIT

Date of Issue: _____

Issuing Bank's No. _____

Beneficiary:

County Administrator
Broward County Board of
County Commissioners
Governmental Center, Room 409
115 South Andrews Avenue
Fort Lauderdale, Florida 33301

Applicant: CURTIS AND MARILYN DEEM
(Developer)

Amount: \$76,592.00
in United States Funds

Expiry: _____
(Date)

The Plaza Plat
150-MP-83
Broward Co. Project Name & Number

We hereby authorize you to draw on _____
(Bank, Issuer name and branch address)

_____ by order of

Curtis and Marilyn Deem

(developer, applicant, customer)

Curtis and Marilyn Deem

(developer, applicant, customer)

_____ and for the account of

_____ up to an aggregate

amount, in United States funds, of ~~Ninety Two (\$76,592.00)~~ ^{Seventy Six Thousand Five Hundred} available by your
drafts at sight, accompanied by:

A signed statement from the County Administrator of Broward County, or an authorized representative, that the drawing is due to default in the performance of certain obligations or failure to pay sums, on the part of Curtis and Marilyn Deem, hereinafter referred to as DEVELOPER, agreed upon by and between Broward County and DEVELOPER in the Second Regional Road Concurrency Agreement, hereinafter referred to as "Agreement."

Drafts must be drawn and negotiated not later than _____ (expiration date).

Drafts must bear the clause: "Drawn under Letter of Credit No. _____ (number) of
_____ (Bank name), dated _____, 20____."

This Letter of Credit shall be renewed for successive periods of one (1) year each unless we provide the Broward County Administrator and the Director of the Broward County Highway Construction and Engineering Division, 1 North University Drive, Suite 300B, Plantation, FL 33324-2038, with written notice of our intent to terminate the credit herein extended, which notice must be provided at least thirty (30) days prior to the expiration date of the original term hereof or any renewed one (1) year term. Notice to Broward County that this Letter of Credit will expire prior to performance of the DEVELOPER's obligations shall be deemed a default by the DEVELOPER.

This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, or amplified by reference to any documents, instrument, or agreement referred to herein or in which this Letter of Credit is referred to or this Letter of Credit relates, and any such reference shall not be deemed to incorporate herein by reference any document, instrument, or agreement.

We hereby agree with the drawers, endorsers, and bona fide holders of all drafts drawn under and in compliance with the terms of this credit, that such drafts will be duly honored upon presentation to the drawee.

Satisfaction of the obligation provided for in the "Agreement" or payment of all monies by the DEVELOPER as provided for in the "Agreement" for the PLAT shall be a release of all obligations under this Letter of Credit.

This Credit is subject to the "Uniform Customs and Practice for Documentary Credits," (revised January 1, 1994), International Chamber of Commerce Publication No. 500 and to the provisions of Florida law. If a conflict between the Uniform Customs and Practice for Documentary Credits and Florida law should arise, Florida law shall prevail. If a conflict between the law of another state or country and Florida law should arise, Florida law shall prevail.

Authorized Signature

THE PLAZA

A PLAT OF A PORTION OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 40 EAST,
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

TOWN PLANNING AND ZONING BOARD

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING BOARD OF THE TOWN OF DAYLE, FROWARD COUNTY, FLOWIDA, HAS APPROVED AND ACCEPTED THE ATTACHED PLAT.

BY: John W. McLean DIRECTOR OF DEVELOPMENT SERVICES

TOWN COUNCIL

THIS IS TO CERTIFY THAT THIS PLAT HAS BEEN APPROVED AND ACCEPTED BY THE TOWN COUNCIL OF ENVIE, BROWARD COUNTY, FLORIDA, BY RESOLUTION ADOPTED THIS 27th DAY OF MARCH, 1984, AND THAT BY SAID RESOLUTION THE EASEMENTS AND ENCUMBRANCES SHOWN ON THIS PLAT WERE ACCEPTED IN THE NAME OF SAID TOWN.

APPROVED: Paul Wauer PAYER

BROWARD COUNTY FINANCE AND ADMINIST. SERVICES
DEPT.. COUNTY RECORDS DIVISION-MINUTES SECTION

THIS IS TO CERTIFY THAT THIS PLAT COMPLIES WITH THE PROVISIONS OF CHAPTER 377, FLORIDA STATUTES, AND WAS ACCEPTED FOR RECORD BY THE BOARD OF COMMISSIONERS OF BROWARD COUNTY, FLORIDA, THIS 1ST DAY OF MAY, A.D. 1984.

ATTEST: F. J. JOHNSON
COUNTY ADMINISTRATOR
CHAIRMAN - BOARD OF COUNTY
COMMISSIONERS

BROWARD COUNTY FINANCE AND ADMINIST. SERVICES
DEPT.: COUNTY RECORDS DIVISION-RECORDING SECTION

THIS INSTRUMENT WAS FILED FOR RECORD THIS 22 DAY OF November A.D. 1985,
AND RECORDED IN PLAT BOOK 625 AT PAGE 33, RECORD VERIFIED.

ATTEST: P. J. JOHNSON
COUNTY ADMINISTRATOR

BY: [Signature]
DEPUTY

BROWARD COUNTY PLANNING COUNCIL

DATE: 5/27/64

BROWARD COUNTY ENGINEERING DIVISION

DATE: 11-1-88 NAME: DAYE

FD-302 (Rev. 1-25-60)

CENTRAL BROWARD DRAINAGE DISTRICT

THIS DEED IS APPROVED THIS 7 DAY OF June 1961

Chaitanyas

DEDICATION

STATE OF FLORIDA
COUNTY OF BROWARD

known all over the state. Parents that could use and possibly need, his state of mind. The land shown and described herein have caused said lands to be surveyed, subdivided and platted in the manner shown herein, said platted as, the plaza, right-of-ways and easements as shown herein are hereby dedicated to the public for proper purposes, (conveyed as parcel to city)

JOY: Charles Howard Walter E. Brown
CURTIS DEEM WITNESS AS TO BOTH
JOY: Marvin Brown Walter E. Brown
MARLIN DEEM WITNESS AS TO BOTH

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF BAKERS

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, AN OFFICIAL AUTHORIZED BY LAW TO ADMINISTER OATHS AND TAKE AFFIDAVITS REGARDING MATTERS RELATING TO THE PROSECUTION OF CRIMINAL CASES, THE INDIVIDUALS DESCRIBED IN AND WHOLLY BEING HIS WIFE, TO ME WELL KNOWN TO BE THE INDIVIDUALS DESCRIBED IN AND WHO EXECUTED THE FOREGOING DECLARATION AND THAT THEY ACKNOWLEDGED TO HAVE DONE SO FREELY AND VOLUNTARILY FOR THE PURPOSES EXPRESSED THEREIN. I WITNESS MY HAND AND OFFICIAL SEAL THIS 1st DAY OF JAN., A.D., 1954, AT COMMISSION EXPIRES 62-7-87.

BY, Barbara J. Kuler
NOTARY PUBLIC, STATE OF FLORIDA.

CONVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THIS PLAN IS A TRUE AND CORRECT REPRESENTATION OF THE INFORMATION CONTAINED HEREIN, AND THAT THE INFORMATION SHOWN HEREIN IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATE: 2-7-84

LANDON M. CROSS
REGISTERED LAND SURVEYOR NO. 3348
STATE OF FLORIDA

REVIEW NOTES

- [illegible]

Attachment: "The Plaza" Plan

~~AUG - 7 2019~~

Town of Doyle
Planning & Zoning

THE PLAZA

A PLAT OF A PORTION OF SECTION 12, TOWNSHIP 50 SOUTH, RANGE 40 EAST,
TOWN OF DAVIE, BROWARD COUNTY, FLORIDA

THIS INSTRUMENT PREPARED BY
DANIEL CARRAHAN
CONSULTING ENGINEER, INC.
3901 N. W. 10TH AVE., SUITE 100, MIAMI, FL 33150

DEDICATION:
STATE OF FLORIDA
COUNTY OF BROWARD

THE FOLLOWING DEDICATION WAS MADE AND ACKNOWLEDGED BEFORE ME ON October 12, 1985
by JAMES BARRY BROWN, as President of GENERAL SERVICE CORPORATION OF THE GOLD COAST, INC., a Florida Corporation, in behalf of that certain mortgage recorded in Official Records Book 6584 at Page 22 of the Public Records of Broward County, Florida, CONSENTS TO THE DEDICATION OF THE PLAZA, IN FULL PAYMENT OF THE PUBLIC RECORDS (COMMON EXCEPT THENCE IN)

STATE PLAZA-84 JOINT VENTURE
By JAMES BARRY BROWN, President
of GENERAL SERVICE CORPORATION OF THE GOLD COAST, INC., a Florida Corporation
(Joint Venture)
Witness
[Signature]
James B. Brown, President

and
By STEVEN A. DEVELOPMENT COMPANY (a partnership, not incorporated)
(Joint Venture)
By HEIDI SYMON LTD., Partner
(a limited liability partnership)
Witness
[Signature]
HEIDI SYMON LTD., GENERAL PARTNER

ACKNOWLEDGEMENT:
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing dedication was made and acknowledged before me on October 12, 1985
by JAMES BARRY BROWN, as President of GENERAL SERVICE CORPORATION OF THE GOLD COAST, INC., a Florida Corporation, in behalf of that certain mortgage recorded in Official Records Book 6584 at Page 22 of the Public Records of Broward County, Florida, CONSENTS TO THE DEDICATION OF THE PLAZA, IN FULL PAYMENT OF THE PUBLIC RECORDS (COMMON EXCEPT THENCE IN)

Witness
[Signature]
James B. Brown, President
NOTARY PUBLIC, STATE OF FLORIDA
My Commission expires: 7-1-86

ACKNOWLEDGEMENT:
STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing dedication was made and acknowledged before me on October 12, 1985
by ROBERT A. CARMICHAEL, as general partner of K&B-SHAW, LTD., a limited partnership under the laws of the State of Florida, in behalf of the limited partnership of K&B-SHAW, LTD., a limited partnership under the laws of the State of Florida, not incorporated, in behalf of the partnership under the laws of the State of Florida, in behalf of the joint venture partnership.

Witness
[Signature]
NOTARY PUBLIC, STATE OF FLORIDA
My Commission expires: 2-28-87

CONSENT OF MORTGAGEE:
STATE OF FLORIDA
COUNTY OF BROWARD

KNOW ALL MEN BY THESE PRESENTS THAT GENERAL SERVICE CORPORATION OF THE GOLD COAST, INC., a Florida Corporation, THE OWNER AND HOLDER OF THAT CERTAIN MORTGAGE RECORDED IN OFFICIAL RECORDS BOOK 6584 AT PAGE 22 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, CONSENTS TO THE DEDICATION OF THE PLAZA, IN FULL PAYMENT OF THE PUBLIC RECORDS (COMMON EXCEPT THENCE IN)

Witness
[Signature]
James B. Brown, President
GENERAL SERVICE CORPORATION OF THE GOLD COAST, INC., A FLORIDA CORPORATION
Witness
[Signature]
JAMES BARRY BROWN, PRESIDENT

ACKNOWLEDGEMENT:
STATE OF MARYLAND
COUNTY OF BALTIMORE

The foregoing CONSENTS was made and acknowledged before me on October 12, 1985
by JAMES BARRY BROWN, as President of GENERAL SERVICE CORPORATION OF THE GOLD COAST, INC., a Florida Corporation, in behalf of the corporation.

Witness
[Signature]
NOTARY PUBLIC, STATE OF MARYLAND
My Commission expires: 7-1-86

RECEIVED
AUG 11 2009
Town of Davie
Planning & Zoning



RESOLUTION R-2008-15

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, APPROVING A DELEGATION REQUEST TO CHANGE THE RESTRICTIVE NOTE ON THE PLAT KNOWN AS THE PLAZA; PROVIDING FOR THE MAYORS SIGNATURE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the boundary plat known as "The Plaza" was approved through resolution by Town Council of Town of Davie on March 7, 1984; and,

WHEREAS, the owner desires to revise the restrictive note associated with said plat; and,

WHEREAS, Broward County requires that the Town of Davie concur with this revision prior to a review of the proposed revision by Broward County Commission.

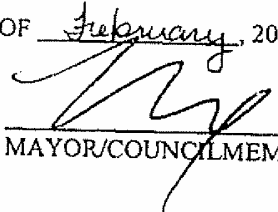
NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council of the Town of Davie does hereby approve of the proposed revision to the restrictive note shown on the "The Plaza" plat. The proposed revision being specifically described in the planning exhibits attached hereto..


SECTION 2. Any improvements required to satisfy Traffic Concurrency should be located within the Town of Davie transit concurrency areas to the greatest extent possible.

SECTION 3. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS 6th DAY OF February, 2008.


MAYOR/COUNCILMEMBER

ATTEST:

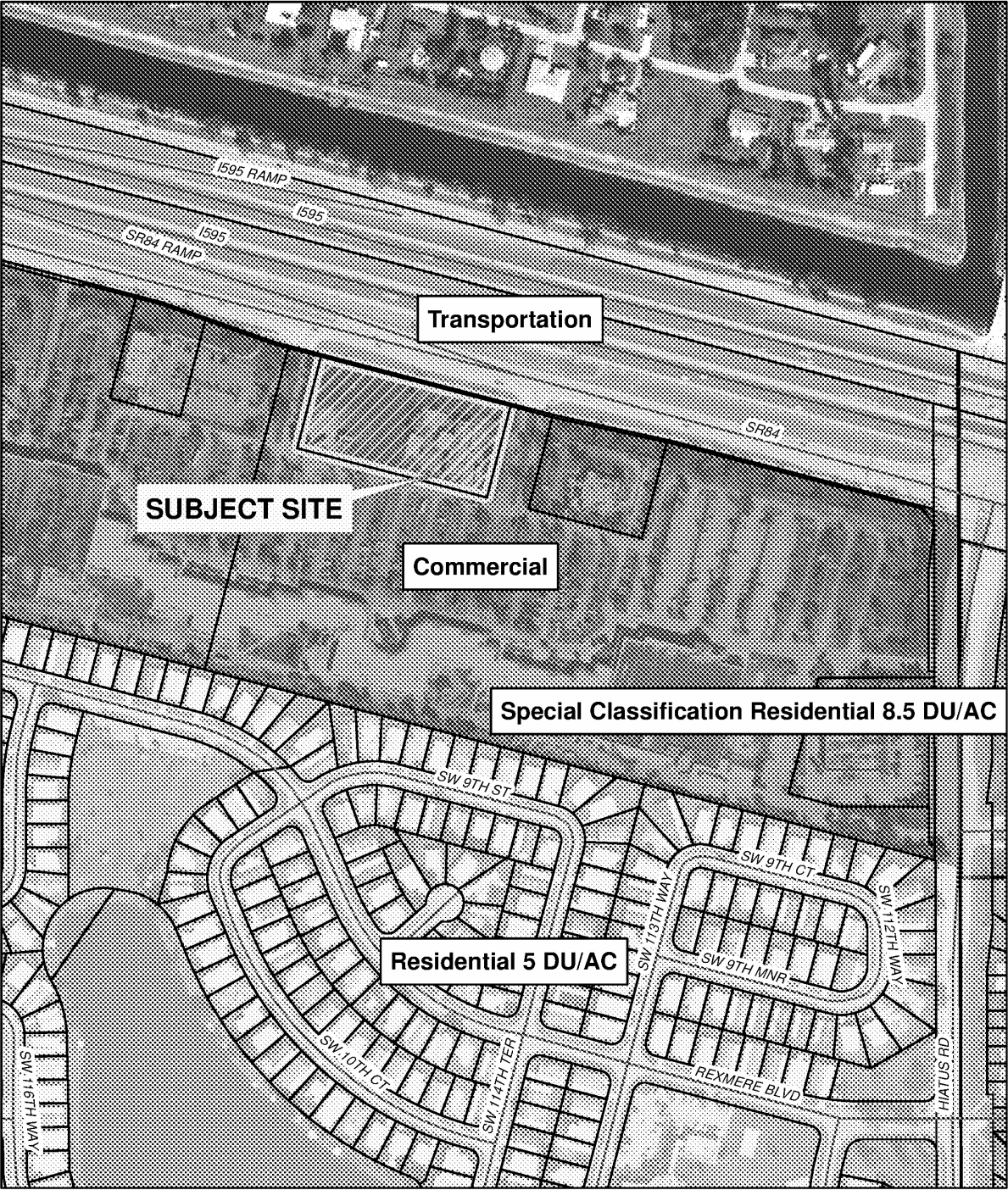

TOWN CLERK



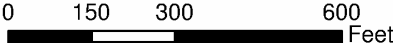
APPROVED THIS 6th DAY OF February, 2008.

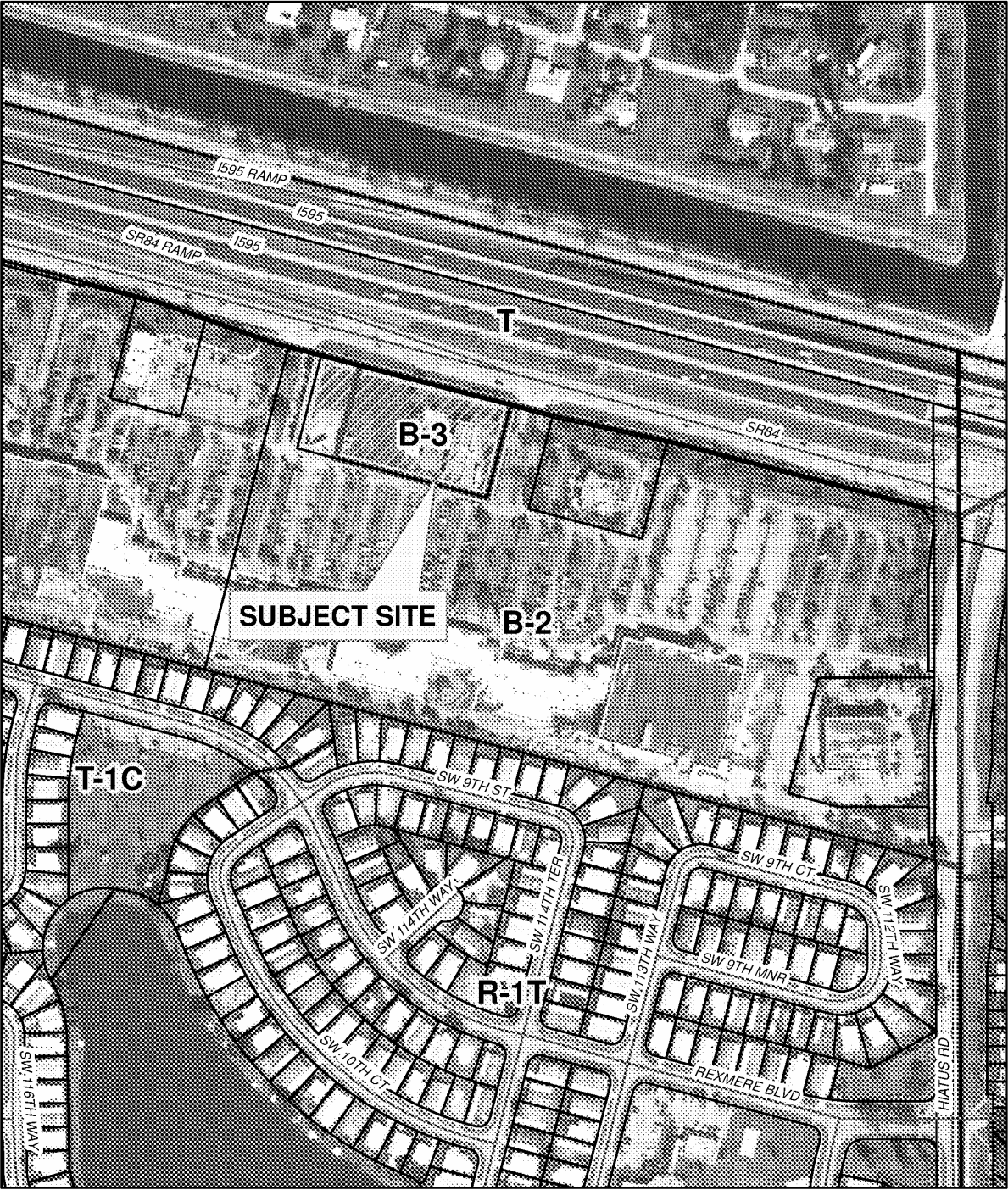
RECEIVED



AUG - 7 2009

Town of Davie
Planning & Zoning



	<p style="text-align: center;">N</p>   <p>0 150 300 600 Feet</p> <p>Prepared by the Town of Davie GIS Division</p>	<p style="text-align: center;">Future Land Use Map</p> <p>Prepared by: ID Date Prepared: 12/10/07</p>
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	<p>N</p>  <p>0 150 300 600 Feet</p> <p>Prepared by the Town of Davie GIS Division</p>	<p>Zoning and Aerial Map</p> <p>Prepared by: ID Date Prepared: 12/10/07</p>
---	--	---